

RECORDATION NO. 16303-C
MAR 12 1984 - 12 35 PM
INTERSTATE COMMERCE COMMISSION
Filed 1425

THIS SUPPLEMENTAL AGREEMENT, dated as of March 7 , 1984
by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, of
Baltimore, Maryland, a corporation duly organized and existing under the laws
of the State of Maryland, hereinafter called "Mercantile", and INTERSTATE POWER
COMPANY, a Delaware corporation, hereinafter called the "Company";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of April 1 ,
1979, hereinafter called the "Conditional Sale Agreement", among Thrall Car
Manufacturing Company (herein called "Builder" or "Vendor"), and the Company,
it was agreed, among other things, that the Vendor would construct, sell
and deliver to the Company and the Company would buy from the Vendor and
accept delivery thereof and pay for the cars constructed by the Vendor,
hereinafter called the "Equipment", all as more particularly set forth
therein; and

WHEREAS, by an Agreement and Assignment, dated as of April 1 ,
1979, hereinafter called the "Assignment", between the Vendor and Mercantile
the Vendors sold, assigned, transferred and set over to Mercantile, its
successors and assigns, all their right, title and interest in and to the
Equipment and the Conditional Sale Agreement (except certain rights ex-
cluded as set forth in Section 1 of the Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, on April 19, 1979, and assigned Recordation Nos. 10303 and 10303-A, respectively; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires the Company to pay to Mercantile the Casualty Value of the Equipment suffering Casualty Occurrences when the aggregate Casualty Value of such Equipment exceeds \$250,000, and authorizes the Company to cause other standard gauge railroad equipment, first put into service no earlier than the date of the Conditional Sale Agreement, to be acquired and subjected to the Conditional Sale Agreement in replacement for the Equipment which has suffered Casualty Occurences;

WHEREAS, the aggregate Casualty Value of the 34 units Equipment which have suffered Casualty Occurrences, for which settlement has not heretofore been made, is \$964,805.22;

WHEREAS, the Company proposes to cause twenty-nine (29) Ortner Freight Car Company 4000 cu. ft. capacity coal gondola cars bearing road numbers IPWX 126-154, inclusive, hereinafter called the "replacement equipment", being standard gauge railroad equipment first put into service after April 1, 1979, and having a cost as of the date hereof of \$896,100 (exclusive of freight charges and use or sales tax), to be transferred to Mercantile. (Freight charges are \$1,286.25 per car)

NOW, THEREFORE, in consideration of the premises, the Company does hereby agree to cause the replacement equipment to be sold, assigned, transferred and set over unto Mercantile in replacement for the Equipment which has suffered Casualty Occurrences.

The Conditional Sale Agreement and the Assignment are hereby amended to subject the replacement equipment to the terms and conditions of the Conditional Sale Agreement and Assignment and to include such equipment in the term "Equipment" as used therein.

The Company will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Company, pursuant to due corporate authority, have caused this Supplemental Agreement to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent

By


Assistant Vice President

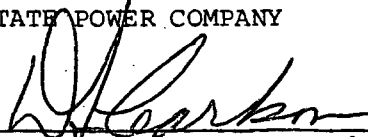
(Corporate Seal)

ATTEST:


Assistant Corporate Trust Officer

INTERSTATE POWER COMPANY

By


Vice President

D. J. CARLSON

(Corporate Seal)

ATTEST:


Secretary G. J. MUIR

STATE OF MARYLAND)
COUNTY) SS.
CITY OF BALTIMORE)

On this 7th day of March, 1984, before me, personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dennis W. Gf
Notary Public

My Commission expires

July 1, 1986

(Notarial Seal)

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 16th day of Feb., 1984, before me personally appeared D. J. Carlson, to me personally known, who, being by me duly sworn, says that he is a Vice President of INTERSTATE POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helen Braun
Notary Public

My Commission expires

Aug. 24, 1986

(Notarial Seal)

